

AFTERSCHOOL MEALS PROGRAM SPONSOR-SITE AGREEMENT FOR UNAFFILIATED SITES

This agreement, which includes and incorporates by reference Attachment 1, is entered into between

FLIPANY, hereinafter referred to as the "sponsor," and
Name of Sponsoring Organization

City of Hollywood Dr. Martin Luther King Jr. Community Center, hereinafter referred to as the "site."
Name of Site

I. THE SPONSOR AGREES TO:

- A. Instruct the site to comply with site requirements set forth in the Child Care Food Program (CCFP) Procedure Manual for Afterschool Programs, as revised, and applicable CCFP policy memoranda.
- B. Train site personnel on program requirements before the site begins participation in the Afterschool Meals Program. The training will cover all required topics, including but not limited to information on meal pattern requirements; recording and maintaining menus, meal counts, and attendance records; and civil rights requirements.
- C. Offer, at least annually, additional training sessions scheduled at times and places mutually convenient for the sponsor and site.
- D. Respond to the site's requests for technical assistance within two (2) days.
- E. Distribute to the site all necessary CCFP Afterschool Meals Program record keeping forms.
- F. Collect monthly, all necessary program records for claiming CCFP Afterschool Meals Program reimbursement including, but not limited to, menus for each meal service claimed, Attendance Records, and Meal Count Records including daily meal count documentation if meal counts were recorded on another document and later transferred to the Monthly Meal Count Record form.
- G. Review the site's Afterschool Meals Program operations to assess compliance with the meal pattern, record keeping, and other program requirements. At least one review will occur during a new site's first four weeks of CCFP participation. Unless otherwise approved by the Florida Department of Health (DOH), reviews will be conducted at least three times within each 12-month period and not more than six months will elapse between reviews, even if the reviews occur in different federal fiscal years.
- H. Maintain records concerning the location and dates of all compliance reviews, problems noted, corrective actions prescribed, and sanctions imposed.
- I. Present photo identification when making visits to the site.
- J. Hold site responsible for compliance with program policies and procedures and disallow snacks and/or meals not meeting U.S. Department of Agriculture (USDA) meal pattern requirements or not supported by appropriate records.
- K. Not discriminate against any child because of race, color, national origin, sex, age, or disability.
- L. Determine the site's area eligibility to participate in the Afterschool Meals Program at least once every five years and maintain the site's eligibility documentation as directed in the Procedure Manual for Afterschool Programs, as revised.
- M. Provide snacks and/or prepared meals, and/or pay for catered snacks and/or meals delivered by a DOH registered caterer, to the site at no cost to the site. However, if a site is responsible for the disallowance of snacks and/or meals due to the site's failure to meet program requirements, the sponsor may charge the site for the amount that the sponsor paid for the disallowed snacks and/or meals.

N. Not charge the site a fee for the sponsor's program services.

II. THE SITE AGREES TO:

- A. Prepare and/or serve age specific snacks and/or meals that meet program meal pattern requirements.
- B. Record meal counts within one hour of the end of each snack and/or meal service.
- C. Claim only those meal types approved by the sponsor for reimbursement.
- D. Claim reimbursement for no more than one snack and one meal per child per day.
- E. Maintain copies of all Child Care Food Program (CCFP) Afterschool Meals Program records such as menus, Meal Count Records, Attendance Records, etc. for the current fiscal year and five subsequent fiscal years. Records for the current month and the previous 12 months shall be maintained at the site. Records older than 13 months may be maintained off-site or stored electronically, but these records shall be made available to staff of the sponsor, the Florida Department of Health (DOH), the U.S. Department of Agriculture (USDA), the Florida Department of Law Enforcement (FDLE), the Florida Department of Financial Services, Division of Public Assistance Fraud, and Early Learning Coalitions upon presentation of proper photo identification.
- F. Send the previous month's claim documentation (Attendance Records, Monthly Meal Count Records and daily meal count sheets, menus) to the sponsor by the fifth (5th) day of each month. If the fifth (5th) day of the month falls on a weekend or holiday, these records must be received by the sponsor on the first business day following the weekend/holiday.
- G. Attend training sessions as required by the sponsor.
- H. Allow representatives of the sponsor, DOH, USDA, FDLE, the Florida Department of Financial Services, Division of Public Assistance Fraud, and Early Learning Coalitions access to the site during operating hours for the purpose of reviewing CCFP Afterschool Meals Program meal services and/or records. The site will allow such access upon presentation of photo identification whether the review is announced or unannounced.
- I. Allow representatives of the sponsor, DOH, USDA, FDLE, the Florida Department of Financial Services, Division of Public Assistance Fraud, and Early Learning Coalitions to conduct parental/household contacts regarding the CCFP Afterschool Meals Program.
- J. If licensed or accredited, maintain a current child care license/accreditation and notify the sponsor of any changes (e.g., capacity, hours/days of operation, expiration, revocation, etc.) within two (2) days of a change.
- K. Maintain current food service inspection documentation (satisfactory inspection report or valid permit/certificate) and notify the sponsor of any food service changes (e.g., food service method, permit expiration or revocation, etc.) within two (2) days of a change.
- L. Report a change of address or ownership, site closure, and any permanent changes in meal service times to the sponsor immediately.
- M. Report to the sponsor any pending sale of the site prior to the sale closing date. (Note: This agreement is not transferable to a new owner.)
- N. Provide all eligible children the same snacks and/or meals at no separate cost to the parent or guardian.
- O. When requested by the sponsor, distribute to parents copies of CCFP Afterschool Meals Program materials.
- P. Not discriminate against any child because of race, color, national origin, sex, age, or disability.
- Q. The site agrees to use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of:
 - 1. All persons employed during the agreement term by the site to perform employment duties within Florida; and

2. All persons (including subcontractors) assigned by the site to perform work pursuant to this agreement.

III. THE SPONSOR AND SITE MUTUALLY AGREE:

A. Effective Date

This agreement shall begin on the latest date on which both parties have signed the agreement.

B. Termination

1. Termination at Will

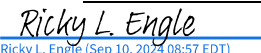
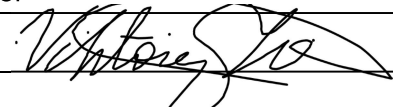
This agreement may be terminated by either party or the Florida Department of Health without cause upon no less than thirty (30) days' notice in writing to the other party, unless a lesser time is mutually agreed upon in writing by the parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

2. Termination Because of Lack of Funds

In the event funds to finance this agreement become unavailable and the Florida Department of Health terminates the sponsor's contract, the sponsor may terminate this agreement upon no less than twenty-four (24) hours' notice in writing to the site. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

I have read the above agreement and I understand each section and paragraph.

IN WITNESS THEREOF, the parties have caused this three (3) page agreement and its subject attachment, Attachment 1 to be executed by their undersigned officials as duly authorized.

Site Owner/Director	<u>Rick Engle</u>
	First Last
Mailing Address	<u>1405 S 28th Ave, Hollywood, FL 33020</u>
Signature	<u></u> Date <u>9/10/24</u> Date of Birth <u>8/11/1958</u>
	<small>Ricky L. Engle (Sep 10, 2024 08:57 EDT)</small>
Sponsor Representative	<u>Viktoriya Yudovina</u>
Title	<u>Director</u>
Signature	<u></u> Date <u>8/9/2024</u>
Sponsor must ensure that <u>both</u> signature boxes are complete	

**CHILD CARE FOOD PROGRAM
SPONSOR-SITE AGREEMENT
ATTACHMENT 1**

The Institution/Facility hereby agrees that it will comply with:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- x. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the [Subrecipient/Contractor] agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance.

This assurance is binding on the [Subrecipient/Contractor], its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Facility/Institution.







Sponsor-Site Agrmnt (Fillable)

Final Audit Report

2024-09-10

Created:	2024-09-10
By:	Monique Spencer (mspencer@hollywoodfl.org)
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"Sponsor-Site Agrmnt (Fillable)" History

-  Document created by Monique Spencer (mspencer@hollywoodfl.org)
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-  Email viewed by rengle@hollywoodfl.org
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-  Signer rengle@hollywoodfl.org entered name at signing as Ricky L. Engle
2024-09-10 - 12:57:26 PM GMT
-  Document e-signed by Ricky L. Engle (rengle@hollywoodfl.org)
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